



WITH JBF TULSA/BA

2026

JUST BETWEEN FRIENDS FRANCHISE SYSTEM, INC. PARTICIPATION AGREEMENT AND TERMS AND CONDITIONS

1. **Participation.** There are many ways You may be able to participate at a JBF Consignment Sales Event (“Event”). Every Event is managed, owned and operated by an independent Just Between Friends Franchisee (“JBF Franchisee”), which makes independent decisions regarding roles of participation, and which decisions are not made by Just Between Friends Franchise System, Inc. (“JBF”). Thus, some Events will have opportunities not available at other Events. If you have any questions, regarding opportunities for participation, you should contact the JBF Franchisee for the Event in your area. Whether you participate at an Event as a Consignor, a Team Member, or any other area of participation, you agree to these terms and conditions. When you sign up to participate at a JBF Consignment Sales Event, you agree to provide JBF Franchisee with your current contact information and authorize JBF Franchisee and JBF to contact you via the contact information you provided.

2. **COVID-19 Safety.** You acknowledge the contagious nature of COVID-19 and acknowledge there is an unknown risk of exposure to COVID-19 through exposure to contaminated objects, as well as through personal contact. By participating in an Event in any capacity (as a consignor, Team Member, vendor or shopper) you voluntarily assume the risk that you may be exposed or infected by COVID-19 and that such exposure may result in illness, injury, disability, or death. You understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including but not limited to JBF, JBF Franchisee, and Team Members, consignors, and customers of JBF Franchisee. You voluntarily assume all the forgoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense of any kind. You acknowledge that you have a responsibility not to attend or participate in any capacity at any Just Between Friends Consignment Sales Event if you are sick or running a fever or if you or a member of your household has been positively diagnosed with COVID-19. You agree to comply with all COVID-19 safety measures established by JBF Franchisee, including but not limited to social distancing and certify that you are abiding by state/local laws regarding COVID-19 restrictions. You hereby release and hold harmless JBF, JBF Franchisee, and their respective employees, officers and vendors from and against all claims of damages and liability resulting from exposure to COVID-19.

CONSIGNOR



WITH JBF TULSA/BA

3. Consignment. One form of participation is Consignment, where you may authorize your independent JBF Franchisee to sell various items or goods such as clothing, toys, and equipment ("Goods") on Your behalf. If You are consigning Goods to be sold at an Event, You agree to the following:

- a. JBF Franchisee Right to Reject. JBF Franchisee reserves the right to reject and refuse to accept any Good for consignment for any reason in its sole and absolute discretion.
- b. Ownership. You have lawful possession and title to the Goods and authority to sell the Goods and deliver to the purchaser good title, free and clear of all liens and encumbrances, without the consent of anyone else.
- c. Authority to Sell. You deliver the Goods to JBF Franchisee and authorize JBF Franchisee to sell the Goods on a consignment basis to the public for Your benefit. Title passes from You to purchaser when JBF Franchisee receives payment. All Sales are final.
- d. You did not obtain the Goods for free from any federal or state program or using any federal or state funds such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).
- e. Condition of Goods. You represent and warrant to JBF Franchisee that: (i) each Good is in good condition, with all parts included and without any known defects or damages in the condition; (ii) no Good is subject to a recall notice or other consumer protection enforcement or pending litigation to Your knowledge; (iii) no good has been subjected to contamination, flooding and fire; (iv) No Good is a "knock off" or "unauthorized copy" or "fake;" and (v) the label on each item is original, has not be tampered with, removed, replaced or otherwise altered.
- f. Pricing. You have tagged each item with a bar code and the price at which You agree the items may be sold to the public. Items marked with a STAR are not subject to reduction in price without Your prior consent. You authorize JBF Franchisee to sell items that do not have a STAR at a discounted price during the % off sale.
- g. Taxes and Fees. JBF Franchisee will be responsible for collecting and remitting applicable sales taxes for all Goods sold. You understand and agree JBF Franchisee will accept some forms of electronic payment such as credit cards, and that the credit card processor may charge a per transaction fee for such payments.
- h. Compensation. You shall be entitled to receive a percentage of the sale price actually collected (after deducting credit card processing fees and all sales and other taxes collected). The amount of such percentage shall be determined by your independent JBF Franchisee and shall be posted on the JBF Franchisee's website in advance of each sales event. You will pay the JBF Franchisee a consignor fee (See franchisee website for fee). JBF Franchisee shall retain the balance.

CONSIGNOR



WITH JBF TULSA/BA

i. Liability. JBF Franchisee will use reasonable good faith efforts to keep the Goods safe while in its possession. JBF Franchisee shall have no liability for the theft, damage, loss, and/or destruction of the Goods from any cause beyond the control of JBF Franchisee, except for JBF Franchisee's gross negligence or willful misconduct or knowing violation of law.

j. Goods Not Sold. You understand that all items not sold during the Event must be picked up by You by a specified date and time. You grant JBF Franchisee full authority and sole discretion to donate any Good which was not sold and which You did not pick up on time (see JBF Franchisee's website for pick-up time). You agree that JBF Franchisee shall have no liability to You for the disposition of any item not sold or given to charity.

k. Charity Partners. In the event the preferred charity partner is unable to accept any of the donated items following an event, the owner will make the best decision for said donated items considering all factors; territory restrictions, timing, transportation, location, etc. The best possible outcome for said items could be but not limited to: distributed between additional charity partners selected by franchisee, disposal, or sold at the next event and the proceeds awarded to the primary charity partner. It is JBF's policy to treat all consigned items with respect and honor the consignor's intent of said items. The mentioned scenarios shall only be considered in rare and extreme situations.

4. Team Members. Some JBF Franchisees provide opportunities for Team Members to assist in performing various functions pre-Event, post-Event and/or during an Event. As used herein the term "Team Member" applies to all persons who assist a JBF Franchisee pre-Event, post-Event, and/or during an Event, regardless of whether such persons are employees or independent contractors. Some JBF Franchisees may hire employees to perform certain functions at an Event, but You acknowledge and understand that You are not an employee of JBF Franchisee unless and until You receive a signed employment agreement and employee handbook. Regardless of your status with JBF Franchisee, you acknowledge and agree that You and JBF are not partners, joint venturers, employees, agents or other representatives of the other for any purpose. Neither party works under the direct or indirect supervision or control of the other. Neither is authorized to act for the other, except as specifically set stated in the Agreement. JBF does not exercise any control over any Team Members of any JBF Franchisee. You further acknowledge and agree that you are responsible for Your own actions while participating at an Event. If You sign up to serve as a Team Member, You agree to the following:

CONSIGOR



WITH JBF TULSA/BA

- i.a. JBF Franchisee Right to Refuse. Each JBF Franchisee reserves the right to deny participation at an Event to any person at any time, for any reason in its sole and absolute discretion, except that each JBF Franchisee is committed to complying with all Federal and State laws, rules and regulations and to not discriminating based on any protected characteristic.
- b. Scheduling. You agree to sign up to participate as a Team Member for only those times and functions which you are able to meet. You are under no obligation to sign up for any particular time or function or to provide any services to JBF Franchisee, but you commit to fulfilling those times and functions which You in your sole discretion select.
- c. Safety. You understand that safety is a first priority for every JBF Franchisee. You agree that at all times while participating as a Team Member that You are solely responsible for Your own safety. You agree to watch for, avoid, and report any and all unsafe conditions of which you become aware. You agree that you will, immediately upon entering the Event, and will continuously thereafter, inspect the Area which you enter and further warrant that, if at any time You feel unsafe, you will immediately inform JBF Franchisee or its designated representative and if necessary will leave the Event and refuse to participate further in the Event. You specifically assume all risks associated with Your participation as a Team Member.
- d. Respect. Respectful, courteous communications are critical to every JBF Franchisee. You agree at all times to be courteous to JBF Franchisee and its agents, to other Team Members, to vendors, and to the Public and to refrain from any profanity or distasteful language. No language or behavior which may be determined to be harassing will be tolerated.
- e. Compliance With All Laws. It is the policy of all JBF Franchisees to comply with all Federal, State and Local laws, rules and regulations. You agree that while participating as a Team Member, you will not violate any laws, rules or regulations. If you are ever asked by any person to violate any laws, you agree to refuse and to promptly report the request to JBF Franchisee.
- f. No Children. You agree that if You have minor children, you will make other arrangements for their care and supervision while participating as a Team Member unless you have the agreement of the JBF Franchisee.

CONSIGOR



WITH JBF TULSA/BA

5. Indemnification. You agree to indemnify and hold harmless JBF Franchise System, Inc. and JBF Franchisee and their respective owners, members, shareholders, directors, officers, employees and authorized representatives against all claims, demands, debts, duties, liabilities, judgments, settlement and expenses (including, attorneys' fees and expenses) actually incurred by any and all of them in connection with the investigation, defense and/or settlement of any such claim or any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the breach of Your representations and warranties in this Agreement. .

6. No Rights Against JBF. You agree that they have no basis in fact or law for any claim against JBF.

7. Representations and Warranties. Each party represents to the other that: (a) it has all requisite power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement; and (b) this Agreement is valid and binding on it and its successor and assigns in accordance with its terms.

8. Photographs and/or video will be taken at JBF events. By taking part in this event you grant the event organizers full rights to use the images resulting from the photography/video filming, and any reproductions or adaptations of the images for publicity or other media-related and promotional purposes. This might include (but is not limited to), the right to use them in their printed and online publicity, social media, press releases and other promotional applications. If you do not wish to be photographed please inform an event organizer.

Print Name

Consingor Number

Signature

Date